

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PRINCETON DIGITAL IMAGE
CORPORATION,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY, ET AL.

Defendants.

Case No. 12-cv-00779-RJS

**PLAINTIFF PRINCETON DIGITAL IMAGE CORPORATION'S AMENDED ANSWER
TO DEFENDANT FUJIFILM NORTH AMERICA CORPORATION'S
FIRST AMENDED ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS**

Plaintiff Princeton Digital Image Corporation (hereinafter "PDIC") submits its Answer to the Counterclaims of Defendant Fujifilm North America Corporation ("FNAC"), stating as follows:

GENERAL ALLEGATIONS

1. No response is required to Paragraph 1 of the counterclaim.
2. PDIC is without sufficient information or belief to admit or deny the averments of Paragraph 2, and therefore, denies them. On information and belief, FNAC has a principal place of place in Valhalla, New York.
3. PDIC states that the First Amended Complaint says what it says..
4. PDIC states that the First Amended Complaint says what it says..

JURISDICTION AND VENUE

5. PDIC admits that Title 28 U.S.C. §§ 2201 and 2202 are directed to the Federal Declaratory Judgment Act. PDIC denies that FNAC did not infringe the patents-in-suit or that the patents-in-suit are invalid.

6. Admitted.

7. PDIC admits that venue is appropriate in this district.

FIRST COUNTERCLAIM

(Declaratory Judgment of Non-Infringement)

8. PDIC repeats its responses to Paragraphs 1 through 7 above as if fully set forth herein.

9. PDIC denies the allegations of Paragraph 9 of the counterclaims.

10. PDIC denies the allegations of Paragraph 10 of the counterclaims.

SECOND COUNTERCLAIM

(Declaratory Judgment of Invalidity)

11. PDIC repeats its responses to Paragraphs 1 through 10 above as if fully set forth herein.

12. PDIC denies the allegations of Paragraph 12 of the counterclaims.

13. PDIC denies the allegations of Paragraph 13 of the counterclaims.

THIRD COUNTERCLAIM

(Declaratory Judgment of Release and Accord and Satisfaction)

14. PDIC repeats its responses to Paragraphs 1 through 13 above as if fully set forth herein.

15. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 15 of the counterclaims.

16. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 16 of the counterclaims.

17. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 17 of the counterclaims.

FOURTH COUNTERCLAIM

(Declaratory Judgment of License)

18. PDIC repeats its responses to Paragraphs 1 through 17 above as if fully set forth herein.

19. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 19 of the counterclaims.

20. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 20 of the counterclaims.

21. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC

obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 21 of the counterclaims.

FIFTH COUNTERCLAIM

(Damages and Declaratory Judgment for Breach of Covenant Not to Sue)

22. PDIC repeats its responses to Paragraphs 1 through 21 above as if fully set forth herein.

23. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 23 of the counterclaims.

24. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 24 of the counterclaims.

25. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 25 of the counterclaims.

26. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 26 of the counterclaims.

27. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 27 of the counterclaims.

SIXTH COUNTERCLAIM

(Declaratory Judgment of Exhaustion)

28. PDIC repeats its responses to Paragraphs 1 through 27 above as if fully set forth herein.

29. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 29 of the counterclaims.

30. PDIC objects to this counterclaim and PDIC denies that FNAC timely filed the foregoing counterclaim. PDIC further objects to this counterclaim and PDIC denies that FNAC obtained leave of court to file this counterclaim. In addition to the objections of this paragraph, PDIC denies the allegations of Paragraph 30 of the counterclaims.

PRAYER FOR RELIEF OF FNAC

PDIC denies that FNAC is entitled to any relief whatsoever from PDIC or the Court, either as prayed for in the counterclaims of FNAC or otherwise. To the extent that paragraphs A-R under the counterclaims' Prayer for Relief are interpreted to contain any factual allegations, PDIC denies them.

GENERAL DENIAL

PDIC further denies each allegation contained in the counterclaims of FNAC that was not specifically admitted, denied, or otherwise responded to in this Answer to Counterclaims.

JURY DEMAND

PDIC demands a trial by jury of all issues so triable in these counterclaims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff PDIC prays for the following relief:

A. Counterclaims of FNAC be dismissed in their entirety with prejudice and that FNAC take nothing thereon; and

B. Such other and further relief as the Court deems just and proper under the circumstances.

Dated: Wilmington, Delaware
May 9, 2014

Respectfully submitted,

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